

As you may know, UNITE HERE Local 21, f/k/a Hotel, Hospital, Restaurant and Tavern Employees Union, Local 21 (Local 21), filed a charge with the National Labor Relations Board alleging that we have violated the National Labor Relations Act. That charge has been investigated and settled. As part of the Settlement Agreement, we have agreed to post this Notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT refuse to bargain in good faith with Local 21 by refusing to adopt and implement the terms of the collective bargaining agreement between Sunstone Properties and Local 21, which agreement we agreed to assume when we purchased the Holiday Inn Express in Rochester.

WE WILL NOT otherwise fail or refuse to recognize and bargain with Local 21 as the exclusive collective bargaining representative of the employees in the following unit:

All full-time and regular part-time housekeeping and maintenance department employees, employed by us at our 220 South Broadway, Rochester, Minnesota facility; excluding office clerical employees, managerial employees and guards and supervisors as defined in the Act, as amended.

WE WILL recognize and, on request, bargain collectively in good faith with Local 21 as the exclusive collective bargaining representative of our employees in the above-described unit with respect to wages, hours and other terms and conditions of employment.

WE WILL, to the extent we have not done so already, sign, adopt and implement the terms of the written collective bargaining agreement in effect at the Holiday Inn Express as of December 21, 2006.

WE WILL re-offer to all of the former unit employees of Sunstone Properties who were employed as of December 21, 2006, including (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

reinstatement to their former positions, or if such positions no longer exist, offer them substantially equivalent positions without prejudice to their seniority and other rights and privileges previously enjoyed, discharging if necessary any employees hired in their place.

WE WILL make the above employees whole for any loss of earnings and other benefits they may have suffered as a result of our refusal to adopt and implement the terms of the assumed collective bargaining agreement as of December 21, 2006.

WE WILL make whole all employees who worked for us since December 21, 2006, for any loss of earnings and other benefits they may have suffered as a result of our refusal to adopt and implement the terms of the assumed collective bargaining agreement as of December 21, 2006.

WE WILL make whole Local 21 for any loss of dues and benefit fund contributions due since December 21, 2006.

WE WILL make whole Local 21 for its monetary losses resulting from expenses reasonably incurred for bargaining-related purposes because we failed and refused to adopt and implement the terms of the assumed collective bargaining agreement on December 21, 2006.

CMPJ ENTERPRISES d/b/a HOLIDAY INN EXPRESS

(Employer)

Date _____ By _____
(Representative) (Title)